

**FORMING A COMPLETE RECORD OF THE PROCEEDINGS OF ALL PUBLIC COMPANIES.**

[PRICE 6D.]

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## LAW INTELLIGENCE.

## BRITISH IRON COMPANY—IMPORTANT JUDGMENT.

COURT OF QUEEN'S BENCH—FEB. 11.

**SMITH v. GOLDSWORTHY.**—**Lord DENMAN:** This is an action of covenant, brought by the plaintiff, as secretary to the British Iron Company, against the defendant, a member of the company, for calls. The company's original Deed of Settlement was dated 28th April, 1825, and by it the subscribers covenanted with Edmund Taylor, Robert Ogg, and William Martin, to pay such instalments on their shares as should be called for by the directors, in pursuance of the power vested in them. The defendant having become proprietor of many shares, executed an indenture, dated the 7th March, 1840, after the death of Robert Ogg, by which he covenanted with Edmund Taylor and William Martin to observe the covenants in the deed of 1825, and to pay all such instalments on the shares held by him as should be called for by the directors, in pursuance of the power vested in them by the Deed of Settlement. On the 3d July, 1840, an Act of Parliament was passed, which enacted that "all actions, suits, and other proceedings whatsoever at law or in equity, for any injury or wrong done to any real or personal property of the said company, or upon, or in respect of, any present or future liability or liabilities to the said company, or upon any bonds, covenants, bills of exchange, promissory notes, contracts, or agreements, which already have been, or hereafter shall be, given or entered into, in or with the said company, or wherein the said company is or shall be interested"—and generally all other proceedings whatsoever at law or in equity, to be commenced, instituted, or carried on, by, or on behalf of, the said company, or wherein the said company is, or shall be, concerned or interested, against any person or persons, or body or bodies politic or corporate, or others, whether such person or persons, or any of such persons, or such body or bodies politic or corporate, or any member or members thereof respectively, is or are, or shall be, or shall have been, a proprietor or proprietors of the said company or not, shall and lawfully may be commenced, made, executed, instituted, presented, and prosecuted, or carried on, in the name of the person who shall be secretary of the said company at the time," &c. The action is brought under this clause. It is contended, on the part of the defendant, that the clause does not apply, because the covenant in question was entered into, not with the company, but with Taylor and Martin, and, therefore, the action should have been in their names. A similar objection was taken and overruled in the Court of Common Pleas, in the case of "Skinner v. Lambert," Easter Term, 1842, reported in the 20th volume of the *Law Journal*, page 237, except that the words of the Act of Parliament, in that case, were—"Any covenants which have been already entered into with the said company, or with any persons in trust for the said company, or with any person for the use of the said company," which words are not found in this company's Act, but the words, "or wherein the said company is or shall be interested," are certainly as large, and, according to a fair construction of them, appear to us to embrace the present case, more particularly as, according to the recent decision of "Stewart v. —," in the Exchequer, in the sittings after last Michaelmas Term, whenever a company may sue by their public officer, they are bound so to do.

It was further objected, that the declaration ought to have shown that a memorial of the names of the secretary and directors had been enrolled under the 11th and 12th sections, the latter of which forbids the bringing of any action under the Act until a memorial has been enrolled. There is no special demurrer on this ground. We do not say that the objection could have been sustained, even if there had been, but we think that it certainly cannot upon general demurrer, the declaration stating that the plaintiff is secretary, and that on the usual plaintiff, according to the Act of Parliament, on behalf of the company. The main objections, however, to the plaintiff's right to recover, were two—first, that the original number of directors, as fixed by the Deed of Settlement, had been reduced by successive resolutions of the company from sixteen to six; secondly, that the Deed of Settlement having provided that there should be 30,000 shares of 100l. each, those shares had been reduced by a resolution of the company to 20l. each, and again, by a subsequent resolution, raised as before to 100l. Both these alterations were contended to be such fundamental alterations in the constitution of the company, as were not warranted by the powers given by the Deed of Settlement, and amounted to a dissolution of the company, or, at all events, vitiated all its proceedings. The Deed of Settlement provides, by clause 30—"That, for the better conduct and management of the affairs of the company, it shall be lawful for a special general meeting, called for the purpose, from time to time to amend, alter, or repeal, wholly or in part, all or any of the clauses of this deed, or of the existing regulations and provisions of the company, and to make any new or other regulations or provisions in lieu thereof, or in addition thereto, and such new regulations and provisions, and such amendment, alteration, or repealment, if confirmed by a subsequent special general meeting, called for the purpose, at a distance of not less than two weeks, nor more than four weeks, from such preceding general meeting, shall in such case, but not till then, be binding and conclusive upon the proprietors, provided always that such amended or altered regulations and provisions do not extend to amend, alter, or repeal, all or any part of the regulations and provisions established and settled by these presents, for confining the individual responsibility of each proprietor, as between himself or herself, and his or her co-proprietors, to the amount of his or her share in the capital of the company for the time being." The resolutions in question were made under this clause, with the proper formalities, about which no question is raised, but it is contended by the defendant that they are not within the authority given by that clause. With regard to the number of directors, the deed also provides, in the commencement, "that the direction and management of the affairs of the company shall be confided to sixteen directors, to be chosen from among the proprietors in the manner hereinafter mentioned." And, by clause 105, it is provided that the directors of the company shall never consist of more or less than sixteen. It is argued, from this latter clause, that the number of sixteen directors was part of the constitution of the company, essential to its existence, and unalterable; that the 79th clause does not extend to it, or enable a special general meeting to make any change in it, but is confined to regulations for the conduct and management of the affairs of the company. Now, it is to be observed, that the Deed of Settlement, in terms, confides the direction and management of the affairs of the company shall be confided to sixteen directors. If, therefore, the 79th clause ought to be confined in the manner argued, it will still be difficult to see how the number of the directors can be otherwise than a regulation for the conduct and management of the affairs of the company. It is true that the 105th clause is positive in its terms, that the number shall never be more or less than sixteen. But this must be construed with reference to the 10th clause, which gives absolute power of alteration in all cases in which it applies. Looking at the several clauses together, we are of opinion that it was competent to two special general meetings, properly convened, to alter the number of directors, and that the objection founded on that alteration, fails. This appears of the case 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, and 48th plans of the argument, but they do not bear very strongly upon it. "Davis v. Hanblin," 2d Maine and Welles, page 402, was an action on the number of persons who were to conduct the business of a joint-stock company, made without any express power or authority, and contrary to the original provisions. Here there is an express power given. "Tyrell v. Woolley," 1st Manning and Grogan, page 402, was determined by the majority of the court on the construction of a power given to a committee of management, the words of which were very different from those used in the present case, and all the court agreed in another view of that case, which was decisive. The second objection, as to the alteration of the number of the company, is of a more formidable description. The amount of the shares is properly part of the constitution of the company, and does not strictly depend upon any clause, regulation, or provision of the deed; the alteration of the shares, therefore, ought not to come within the meaning of the 10th clause. If it did, we should hardly consider that the provision in that clause forbidding the alteration, because the reduction of the value of the shares could not have the effect of rendering any proprietor liable, as between him and the other proprietors, beyond such reduced value, although it might, as was ingeniously argued, diminish the fund to which he had to look for indemnity, in the event of being sued by third persons for debts of the company.

Admitting, then, that the resolutions of 7th November, and 4th December, 1839, by which the shares were reduced, were not fatal to the question, will be, what consequences followed from them? On the part of the plaintiff, it is argued that they were simply void and wholly immaterial, and that the shares always remained in point of law 100l. shares, or, if not, that any diminished which might arise from these resolutions, was cured by the subsequent resolutions of 4th May and 21st August, 1840, by which the value of the shares was restored, which resolutions are not set in the replication to the 17th plea, and in the 40th plea, as to both which no issue is taken, whilst those last resolutions were entered into effect with the concurrence of the defendant. It is further argued, by the plaintiff, that the Act of Parliament, before referred to, did not take effect until the 1st of January, 1841, which rendered the shares in their original value. The defendant answers, and, we think, rightly, that the Act of Parliament, in speaking of the resolutions made in pursuance of powers conferred in the Deed of Settlement, must be taken according to the true sense of "British Iron Company v. Skinner," 2d Manning and Grogan, page 418, to refer only to resolutions legally made, and, moreover, that the Act has the words—"And which resolutions have been confirmed therein (that is, on the Deed of Settlement) or by subsequent resolutions," and the proceedings do not show the resolutions, now in question, to have been so confirmed.

deed, or subject, that Act of Parliament cannot be resorted to by the plaintiff to support the resolutions. The defendant further answers that the effect of the resolutions reducing the shares, was to dissolve the company. We do not think any such effect followed, but rather that they were simply void and immaterial; neither does it lie, in the mouth of the defendant, who became a proprietor after those resolutions passed, to say that no company then existed. We think the shares always were, in point of law, 100l. shares, and, therefore, that the 37th and 40th pleas are an answer to the action. We also, further think that if the shares were reduced at one time, to 20l., still that the resolutions of 1839 restored them to their original value, and that the concurrence of the defendant, in carrying those resolutions into effect, is a material question. Neither is it necessary to show that such concurrence was by deed, for it is, in any way, alters the covenant of the defendant. That covenant binds him to observe the covenants on the Deed of Settlement, which deed provides for alterations to be made by resolutions not under seal, but to be passed at special general meetings, the resolutions themselves are not required to be by deed, nor can it be in any way requisite that the concurrence of the defendant in them should be by deed. For these reasons, we are of opinion that the plaintiff is entitled to the judgment of the Court.

## MR. SAMUEL HALL'S PATENT CONDENSERS.

HALL COURT—FEB. 11.

**HALL v. HUTCHINSON AND PIM.**—This case, which was partly heard on Friday (reported in our last), was resumed and concluded to-day. The plaintiff is the patentee of an improved steam condenser, by which the power of the engine can be increased without increasing the danger, and which produces other advantages of an important character in the efficiency and economy of the steam engine. The defendants are two of the directors of the St. George Steam-Packet Company, who are the owners of a great many steam-vessels trading from this country to Ireland, the continent of Europe, and America; and the question between the parties in the action turned entirely upon the construction of an agreement as to the terms upon which the defendants were to be at liberty to apply to their vessels the patent machinery of the plaintiff. It was, in the first instance, agreed that the defendants should, in consideration of paying 11. per horse-power per annum, have the enjoyment of the plaintiff's invention during the continuance of his patent in sixteen vessels, which were named in the contract, and that in certain events they were to have the power of substituting other vessels in the room of those expressly named in the bargain. They applied the new condenser to two only of the sixteen, but subsequently used the patent in the case of six other vessels, none of which were named in the original contract. It was in reference to those latter vessels that the present action was brought.

The **Solicitor-General** (with whom were Mr. Eile and Mr. Cowling) stated the plaintiff's case, and contended, that, according to the original contract the defendants would be entitled to use the patent machinery in the six vessels in question for the remainder of the time during which the patent was to run, so the plaintiff had the right to receive 11. per horse-power for every one of the six vessels, and for every year of that time, except in some contingencies, which it is unnecessary to mention.

Mr. KELLY (with whom were Mr. Knowles, Mr. Crompton, and Mr. Corry) appeared upon the part of the defendants, and, in answer to the case which had been made upon the part of the plaintiff, upon what may be called the first contract, set up a second one, which was to be deduced by inference from some correspondence which took place between the parties, and by which, according to the learned counsel, it was agreed between them that the defendants should be at liberty to apply the improved machinery to other vessels to the extent of the horse-power of the fourteen vessels to which the patent condensers were not applied. The learned counsel further contended, that supposing this view of the case not to be correct, he should insist that the utmost amount which the plaintiff could recover was that which resulted from calculating the amount of the horse-power of those six vessels, and the time for which the patent condensers had been used therein, with reference to the sum of 11. per horse-power per year; as the plaintiff had allowed the Waterford Company to use his patent at that rate, and had originally contracted that if ever he reduced his terms to any other party, he would make the same reduction to the defendants.

The **Solicitor-General**, in reply, contended that there was no second contract at all, and that the correspondence had no effect upon the original bargain, and was not entered into with any reference to it. With regard to the proposed reduction of the terms upon which the calculation was to be made, the learned gentleman showed that the charge to the Waterford Company, all things being considered, was really higher than that which had been made to the defendants.

The learned JUDGE, having left the whole case to the jury, and expressed his own opinion to be in favour of the view taken by the **Solicitor-General**, the jury found a verdict for the plaintiff in general; finding, moreover, that the amount of the damages ought to be calculated upon the principle contended for upon 11. per horse-power of the case. It was, therefore, agreed that the particular amount for which the verdict was to be finally entered up, should be settled out of court.

## LIABILITY OF SHAREHOLDERS—TRELEIGH CONSOLS.

VICE-WARDEN'S COURT, CORNWALL, FEB. 2.

**PANCON AND OTHERS v. TRENKLE.**—This was an action brought by three plaintiffs, Pancon, Hamby, and Norton, as trustees, against the defendant, as an adventurer in these mines, for the sum of 900l., being a balance remaining on a tribute account for a five week's take, commencing on the 24th June last, at 10. in 11. The chief question raised was as to the liability of the plaintiff, and witnesses were examined as to the proof of his being a shareholder in the undertaking; it was proved by Captain Hancock and others, that the defendant was often on the mine, expressing much interest in any improvements which took place, and complaining of his losses in the concern, and that he had been known to attend the meetings of adventurers in London. The "take" having been proved, and the quantity and value of the ore described, the **VICE-WARDEN** summed up, and the jury returned a verdict for the plaintiffs for the full amount. On the 6th inst. Mr. BERNALL moved for a new trial, on the ground that there had been no evidence to prove the defendant a shareholder, and his HONOUR deferred the decision.

**REGULATION.**—One of the most lamentable results of over speculation, in modern days, is that of Messrs. Wright's bankruptcy. From the uncertain and speculative character of the different properties, in which they so recklessly embarked, it is not possible to determine a sum that can represent their present value; but it is estimated that the property to be taken by the assignees, and stated in the balance-sheet, at the cost amount of 104,335l. 10s. 7d., may realize 54,400l. 10s.; and the property held by creditors, and stated at the cost of 143,045l. 4s. 7d., may realize 124,035l. 6s. This estimate, however, will be found most fallacious. The shares estimated by the bankrupt as of doubtful value, amounting to above 40,000l., have either been forfeited, or produced nothing, with only one exception, and on that, out of 37,000l., there will be a loss of 20,000l. Of those estimated as good, amounting to above 43,000l., mention may be made of some which have been forfeited, or produced nothing, or on which there has been a great loss:—British Copper Mine (good), Bedford Mine (good), Deal Pier Company (good), General Mining Association, loss of 700l., German Mine, loss of about 30,000l., Imperial State Company (good), London and Birmingham Alluvial Company (good), New Brunswick Company (good), Oakwood Colliery (good), Patent Railway (good), Patent Invention Company, loss of about 10,000l., Patent Dye (good), Railway (good), Rio Doce Company (good), Southampton Dock Company (good), Tordiffa Mine shares, loss of about 400l., trustees of Mormand steamer (good), these making a total of 21,045l. This sum, added to the shares estimated as bad, makes a loss of above 60,000l. There are many others which still remain uncertain as to their productiveness. At the time of the bankruptcy, John Wright, the principal of the firm, was a shareholder in above sixty different companies, and besides those taken by the assignees, there were shares and debentures in the hands of creditors of the cost of 64,311l. 7s. 11d., and in the hands of the bankers, shares, &c., of the cost of 26,272l. 10s.—making a further sum of 90,583l. 7s. 11d. A considerable portion of this money also is carried to losses.

**EXTENSION OF THE APPLICATION OF IRON.**—(From a Correspondent.)—As another instance of the increasing uses to which iron can be applied, we may mention that a large iron machine has been built by Mr. W. Laycock, Chalmers street, Birmingham, who has invented an entirely new plan in the application of iron for buildings; the house in question, which is made up of square plates, is now erecting for public exhibition, previous to its shipment to Africa, where it is to be erected as a palace for one of the native kings. This novel house has three principal floors and an attic; the basement story is seven feet high, the second two feet, and the third, in which are the stair apartments, is twelve feet; the principal room of which, the present chamber, is fifty feet by thirty, and surrounded in a style of magnificence rarely equalled. To prevent the temperature from heat in such a climate as Africa, a current of air is admitted between the outer casing and the partition inside, and which can be regulated at pleasure.

**IRON, SALT, AND PRESERVATION OF IRON.**—The committee for the regulation of shipping at Liverpool, in their address, state, they have no hesitation in saying that such, or more gradual salt, is a more preventive from dry-rot, the former salt concerning salt from the interior of Cheshire to the port, after fifty years' service, are found as sound as when first built, whilst ships in her Majesty's docks, as well as merchant vessels, have been found unseaworthy, after three or six years, from their date of build. The late Mr. Bailey, of Liverpool, who in fifteen years built ships for the navy and merchant service, of which the tonnage amounted to 15,000 tons, every plank of which he boiled in salt water, and dry-rot never appeared in one of them. A preventive so easily obtained, particularly at Liverpool, is worthy of the most serious consideration.

## INSTITUTION OF CIVIL ENGINEERS.

**FEB. 14.**—The **PRESIDENT** in the chair.—In the conversation which was moved upon Mr. Pole's paper "On the Comparative Friction of Beam and Direct Action Steam-Engines," the author further explained the nature and objects of his paper, which had not been fully understood the former evening, and illustrated the mode of analytical reasoning by which he had arrived at his conclusions. He then proceeded to answer the objections which had been raised against the laws of friction adopted by him, and to comment upon the mode of experimenting of Vines and others, showing, on the other hand, by quotations from the recorded experiments of Amontons, Coulomb, Hensie, and Morin, and from the works of Gregory, Brewster, Emerson, Playfair, Barlow, Faray, De Pambour, Poisson, Pratt, Whewell, and Moseley, that the views he had taken were correct. He also noticed the variations produced by attrition, and by the introduction of unctuous substances between the rubbing surfaces. These views, which were given at great length, and with much clearness, were corroborated by several members present, some of whom had been quoted as authorities, and the propositions involved in the paper appeared to be generally received.

A paper was read, describing a new mode of making malleable iron direct from the ore at one process; it is the invention of Mr. Clay, and is used at the Shire Works, near Kirkcaldy, Scotland. By this process, a mixture of dry hematite, or other rich iron ore is ground up fine, with about four-tenths of its weight of small coal; this mixture is allowed to pass gradually through a hopper into an oven adjoining, and forming part of a species of puddling furnace, into which a given quantity is drawn at stated times, when thoroughly and uniformly heated. The charge is then puddled in the usual manner, but with less labour than when working plate-iron, and is about an hour and a half, the iron is produced in a malleable state fit for shingling and rolling into bars. After another process of piling and rolling again, malleable iron bars are produced of a quality (as was stated by some members present) superior to the cable bolts or best iron, usually made by the long and expensive process of calcining the ore, smelting in the blast-furnace, and refining the pig-iron, and the saving of fuel is necessarily very great. The iron was stated also to be capable of being converted into steel of superior quality, and, when worked by Mr. Heath's plan, of uniting manganese in the process, cast-steel was produced, which possessed the power of welding, or uniting, in iron, and, in consequence, all the cutlery which was formerly made of shear-steel, was now made of cast-steel. The cast-iron produced from the scoria, or refuse slag, of this process, is of a better quality, in consequence of the absence of phosphoric acid, which is ordinarily present in the limestone, used as a flux in the blast-furnace. This paper was received with approbation by the members, who were impressed with its value, as offering a means of working the comparatively unexplored mines of hematite of rich quality, existing in Lancashire, Devonshire, and Cornwall, all of which could be brought into use by this means, and if, as asserted, the iron made good steel, England would be rendered independent of Sweden, whence all the iron for converting into steel was now imported.

The papers announced to be read at the meeting of February 21st, were "Account of a Series of Experiments on the Comparative Strength of Solid and Hollow Axles," by J. O. York, A.I.C.E.—"Description of the American Engine, Philadelphia, used on the Birmingham and Gloucester Railway," by G. D. Bishop.—"Description of Lieutenant D. Rankine's Spring Contrivance, for Saving the Action of the Spring of Railway Carriages to Variable Loads," by W. J. M. Rankine.

## CAUSE, EFFECTS, AND PREVENTION OF SMOKE.

Mr. Edward Solly, jun., delivered a lecture on this subject to a very numerous auditory, at the Royal Institution lately, in which, after alluding to the importance of the subject, the lecturer stated, that although there were three forms of matter, the solid, fluid, and gaseous, but two of these were combustible. Although we consumed solid coal, fluid oil, and mercuric gas, but two of these were really combustible, as it was only when the fluids were converted into gas that they would burn. Bituminous coal, or common fuel, was composed of two of these elementary principles, gas and the solid carbon, or coke, a knowledge of which was essential to the true philosophy of smoke. The object of combustion should be to put the carbon into the best form for combination with oxygen, as was shown in these arrangements for burning lights where solid carbon is constantly being given off, forming the outside of the flame. Some of the compounds of hydrogen contain so much carbon, which is held by so feeble an affinity, that on union with hydrogen takes place, and smoke is formed. Smoke is formed from two causes—first, when there is too much carbon and not enough oxygen; and, second, when the flame is cooled. It is not true, however, that smoke is formed only in combustion when there is not a sufficiency of oxygen, because it is also produced when there is not a sufficiency of heat. This is shown in the case of a common candle, which, when standing on the table, burns with a steady flame and without smoke; but when rapidly moved in the air, considerable smoke is formed, which is occasioned by the cooling of the surface. Now, the lecturer observed, see what takes place in a common furnace, we have, first, the carbon in a state of active incandescence, on which the hydro-carbon, or coal, is thrown; the door is then closed, and a sufficient quantity of oxygen not being introduced, smoke is rapidly evolved. Such is the case with the furnace; but it would also be impossible to devise a better means for the formation of smoke than in the common fire-place, backed as it is by earthy and metallic surfaces, where it is impossible to get oxygen through the solid particles. It is impossible for any one to say but that smoke is a nuisance, but its effects upon animals are more mechanical than chemical. The same is also the case with plants, as, if they are freely washed and deprived of the solid portions of carbon which adhere to them, much good may be done. A few years since there was a garden in the interior of Somerset-house, the plants of which grew to great perfection in the spring, which was done by their constant ablutions with water, by which they were kept constantly clean and free from the adhesion of blacks and dust, to which vegetation in the neighbourhood of towns chiefly owe their injury. As in blacks was house dust, chiefly resulting from soot, which the lecturer said were nearly alike in chemical composition, as the following analysis showed:—

	House dust.	Blacks.
Combustible matter	100	271
Salts of ammonia	143	426
potash and soda	20	24
Oxide of iron	120	50
silica	144	50
Alumina	21	21
Sulphate of lime	25	21
Carbonate of magnesia	5	2
	1000	1000

Now, the greatest proportion of these were combustible, and if the fuel was properly burnt, none of these carbonous would be wasted, and the nuisance of smoke would be prevented. In order to do away with the nuisance, various plans had been proposed during the last two centuries, which were more or less interesting. Amongst these were some in which the mechanical arrangements were the principal feature; and he might here mention, that one of the great causes of smoke was in the mode by which the soot got on the fuel. If the coal were carefully put on, much good might be effected, but it was more convenient to the workmen to throw on a large quantity at once, by which smoke in very great abundance was given off. The most important of these was the patent furnace of Mr. John Juxon, where there was no attendance required, nor shovelling on by stokers. The contrivance was an endless chain of fire-bars, forming the furnace, which were perpetually traversing, in the process the volatile particles being given off in the first stage, passing over the fuel in an active state of incandescence, by which the whole are burnt, and no smoke is formed. The fuel is contained in a hopper outside the fire door, resting on the fire-bars, from whence it is, by their traversing motion, carried onward until the whole is consumed, the soot, consisting merely of the combustible part of the fuel, being thrown out at the other end. Thus, the furnace is constantly feeding with fuel, and rejecting the soot, the fire-bars being free from the formation of clinker, and for the submission of air—the accuracy of which, to ensure perfect combustion, was illustrated in a very interesting manner at the beginning of the lecture. The absence of smoke and perfect combustion implied a considerable saving in fuel, and the economy of the different plans, as stated by the different inventors, averaged from 15 to 30 per cent., but if even so more than the former were accomplished, it was important to the manufacturer as a saving. There is no doubt whatever, the lecturer further observed, that, on chemical grounds, smoke may be altogether done away with, and if we believe the testimony in favour of all the patents, all were good at their time, and continued so until superseded by fresh improvements. He hoped that, as the nature of smoke was so well known, and the means for its prevention had been discovered, public attention would be more generally drawn to the subject, and that some legislative measures would be adopted. There was a strong prejudice in favour of old plans, and it was not until an Act of Parliament was passed and brought into active operation that any good could be accomplished, so that parties should be compelled to find out the most suitable means for their own comfort and remedying the evil.—[Amongst the specimens in the library was a model of the furnace above alluded to, which was explained by Mr. Juxon, the inventor, in some of the most distinguished scientific men in the country, who passed the highest commendations on the simplicity and ingenuity of the invention, and their approbation of the numerous testimonials to its use.]

**ALCOHOL.**—An experiment has been made, at the Theatre of Montpelier of a new principle of lighting—from alcohol—and it is successful, and important to the time-growing district of France, as a fresh vent for their produce. The light is stated to be of dazzling brightness, and without other colour of smoke.



and being released to the forest, except as may arise from changes in their seedings, by purchasing funds for their upkeep.







# THE MINING JOURNAL, Railway and Commercial Gazette.

LONDON, FEBRUARY 18, 1843.

\* Particulars of ordering the Mining Journal, can do so, either direct to the office, or through any news-vendor or bookseller in town or country. Notices of irregularity in its delivery are requested to be forwarded to the office, where every attention will be made to rectify the cause of complaint.

It will be seen, by the judgment pronounced by the Court of Queen's Bench in the case "Smith v. Goldworthy," that the question so long pending between "the united shareholders" in the British Iron Company and the directors, has, at length, been decided. Having given, in another column, the decision of the learned Judges of the Court of Queen's Bench, a very few words will suffice, in directing attention to the question raised, the importance of which will be well understood by those who allow that common sense is the basis on which the law is formed; although we find that the colour given to a question by counsel, in too many instances, has an effect on the minds of the jury. Lord DENMAN, in pronouncing judgment, unhesitatingly states, that the shareholders are liable to the payment of all calls made by the directors, to the extent of 100*l.* per share, being the original amount of capital proposed to be raised under the terms and conditions of the prospectus of the company; inasmuch that, in his opinion, such could not be altered by any resolution arrived at by the proprietors at any general, or special general, meeting; such alteration, affecting, as it did, the basis on which the company was formed.

His lordship further added, with the view to remove any doubt which might exist on the subject, that, even assuming his dictum to be in error, yet it was perfectly clear the body of proprietors, who at a special general meeting (confirmed by a subsequent one), might determine on reducing the capital of the company one-half, or the shares from 100*l.* to 50*l.*, could, with the same powers, and by the same rules, or laws, which governed them on that occasion, so afterwards change and alternate the position of the company, and the liability of the shareholders, by restoring the capital to its original amount—the same regulations being observed in the restoration as in the reduction which had been effected, and thus again restoring it to its pristine state.

We regret that we are unable, in our present Number, to give insertion to the report of the directors of the Irish Waste Land Improvement Company, for we believe it is well known we take more than ordinary interest in the prosecution of works having for their object the advancement of the interests of the Sister Isle, whether we regard mining, banking, railway, agricultural, or other pursuits—satisfied, as we are, that, in advancing the prosperity of Ireland, we increase our own. The proceedings of the meeting, however, will be found in another column, and we would, without political or party bias, direct especial attention thereto, for it teaches a lesson to those who are too honestly disposed themselves to believe there is dishonesty in others. It tells a tale which cannot but raise a feeling of indignation in the mind of every Irishman, while it must disgust those who, in England, have so largely contributed, in years past gone, to the reverses which attended the agricultural provinces of Ireland, and which, indeed, may be said to comprehend seven-eighths of that country, when we consider how limited are its manufactures, or other modes of finding employment for its population.

The Irish Waste Land Improvement Company was formed with the object of applying English capital to improvements in Ireland, whereby the capitalist might derive an interest, from the employment of his capital, and, with its dearth in the Sister Isle, afford to the distressed peasantry the means of subsistence, while it gave to the landlord the means of paying his mortgage, rent, and residing in London, Paris, or Rome; such were the objects of the society, or company, and highly praiseworthy were they, while high honour and credit is due to the Right Hon. the Earl of Devon, for the interest he has ever manifested in its successful issue.

What, then, is the position in which this company is now placed? We will briefly state the points, and leave it to the Irish press to follow up those observations we may make—but which the insertion of other matter, of immediate interest, precludes us from extending—as also to offer an apology, if such seems meet to them, for the disgraceful, if not dishonest, conduct of Ireland's liberator, DANIEL O'CONNELL, M.P., who extracts, or exacts, some 12,000*l.* to 15,000*l.* a-year for his support. Will it, we would ask, be believed for a moment, except the evidence was at hand, and conclusive, that DANIEL O'CONNELL, a director of the Irish Waste Land Improvement Company, is a defaulter of some 40*l.* or 50*l.*, which he declines to pay. Why, surely, he might allow so small a modicum of the "rent"—got from those whose interest and means the object of the institution is to promote—to be paid, and preserve his position, so far as consistency is concerned; but no, he will not pay the amount he is legally bound to do, and the directors, we think with a proper feeling, so far as dignity of position is characterised, cast him aside, eject him from the board of directors, and declare him a defaulter—not only to the funds of the company, but the interests of his country—rather than institute an action against a retired Irish barrister.

Thus much for DANIEL O'CONNELL, "the liberator of all Ireland." Proceed we further, and we find that Mr. FITZGERALD, once, if not now, a member of the Imperial Parliament, and, if we mistake not, a son-in-law of DANIEL O'CONNELL, is also a defaulter—so much, then, for Irish protection, and support of Irish interests. Next come we to Mr. ALDERMAN FARWELL, of the metropolis of Great Britain. This gentleman either went into the speculation as a friend to Ireland, or as a money-getter—we care not which for our argument; for, if the former, the greater the difficulties to overcome, the more zeal should we have expected he would display; if the latter, and failed in his expectations, then, at least, he should have paid his proportion, ere he withdrew his support; but poor Ireland appears to be a fair subject for London Aldermen—as witness Aldermen THOMAS WOOD, and the Talacre "job." Next on the list we have another honourable (?) member, Mr. W. O'BRIEN GORE. This gentleman is also a defaulter—truly, a friend to Ire-

land, but one who should be rejected by all climes. And then, again, we find THOMAS LAMIE MURRAY, Esq., conductor of the National Loan Fund, the National Bank of Ireland, *com multis aliis*—speculations to others, but sure profit to himself; he also figures in the list of defaulters. If we remember aright, he had something to do with DANIEL O'CONNELL in the formation of the Irish Joint-Stock Bank; and, for his services, although removed from the direction (we are hardly sure about the latter), receives some few hundreds per annum for his arduous duties in forming a joint-stock bank for Ireland. Now, we know he did something for England, in establishing the National Loan Fund, by which he secured himself a birth for some twenty-five years, at a salary, if we mistake not, of 600*l.* to 800*l.* a-year, with a charge upon all the shares issued, amounting to some 10,000*l.* or 20,000*l.*; and yet this man declines paying his quota upon the calls made on his shares. It will, doubtless, be remembered that we had occasion to "show him up" on a former occasion, with reference to this company. It is, we once again repeat, the shameful conduct of such men that reflects discredit on joint-stock companies, where principle is sacrificed to self-interest. We may, anon, refer to these worthies; but cannot allow the present opportunity to escape us, without expressing the feeling we entertain of the unprincipled motives which actuate and influence the several parties whose names we have mentioned in the preceding remarks.

## IMPROVEMENT IN WORKING THE STEAM-ENGINE.

A discovery, or rather a revival and application of a discovery, of the celebrated James Watt, patented upwards of sixty years ago, in reference to the "expansive action of steam," is announced, which is likely to prove of the greatest importance, not only to the Royal, but to the merchant steam navy of this country. The attention of Mr. HOSKINSON, whilst serving as lieutenant on board her Majesty's ship *Cambridge*, was directed to the best means of averting the repeated failures of steam-vessels, of however large power, in reaching their destination, when, in the course of his inquiries, he stumbled upon a patent taken out by James Watt, sixty-two years ago, for applying the expansive power of steam to land engines, and found that "one quarter of a given quantity of steam worked expansively is more than equal to one-half worked in the usual manner." Mr. Watt fortunately left data on which to arrange its adaptation to steam-ships, and Mr. HOSKINSON has followed out the discovery with this object, and finds that half the steam of an engine worked expansively, gives within one-eighth of the entire velocity, which can be obtained by the employment of the whole power the engine can generate. His plan is, therefore, to increase considerably the horse power of the engines, and then work them at half, and sometimes at quarter, stroke; when he proves to demonstration that if the ship has been accustomed to go eleven miles an hour on full steam, he can reduce the consumption of fuel one-half, and yet maintain a velocity of ten miles an hour; in fact, that a quarter the quantity of steam allowed to expand itself in the cylinder, will maintain a velocity within two-ninths as great as when the whole steam is employed. Upon this principle, the *Great Western*, which carries coal for 4000 miles, at a mean velocity of nine miles an hour, would reach Calcutta with a single coaling, if the steam from the cylinder were cut off at quarter stroke, leaving the piston to be driven the remainder of the stroke by the expansive action of the steam; for as the quantity of steam generated, is in direct proportion to the fuel consumed, the steam which is prevented from entering the cylinder, will be represented by an equal quantity of fuel.

**JOINT-STOCK BANKS.**—The following is a list of the various meetings held during the past few days, with the amount of dividend declared by each:—Barton, Ulster, and Staffordshire Union, divided 10 per cent., and upwards of 1000*l.* to the reserve fund; Stourbridge and Kidderminster, 7*½* d. per share, being 10 per cent.; Devon and Cornwall Banking Company, 6 per cent.; Newcastle Joint-Stock, 6 per cent.; Dudley and West Bromwich, 10 per cent., with 4000*l.* to reserve fund; Bilston District Bank, 7 per cent.; Wolverhampton and Staffordshire Banking Company, 10 per cent.; Leicestershire Banking Company, 10 per cent., with a guarantee fund of 32,829*l.*; York Union Bank, 10 per cent., with a guarantee fund of 16,922*l.*; Yorkshire District Banking Company, 3*½* d. on the old shares, and 3*½* d. on the new; Leeds Banking Company, 6 per cent.; Barnsley Banking Company, 5 per cent., and 6000*l.* added to the reserve fund; and the Leeds Commercial Banking Company, 6 per cent. for the half-year, with a most satisfactory report.

**THE GAS-METER QUESTION.**—This discussion has now assumed so personal a nature, that we are compelled to decline inserting any more articles on the subject, unless confined to mere facts, and duly authenticated by responsible parties; for, where personalities are indulged in, and encouraged, much valuable space must be devoted to a useless purpose, and the necessary exclusion of matter of interest and benefit to our subscribers. It has always been our wish to offer a fair field to all parties, and to encourage the publication of scientific or useful papers, but, at the same time, as far as possible, to prevent all discussions of a personal and irregular tendency.

**NEWPORT AND NANTWYLL RAILWAY.**—As the period approaches, when the preliminaries for this undertaking must be entered into, and as the prospects brighten, of an efficient carrying out the plan, the economy of the railway system, and those of this local one in particular, are throwing out suggestions, in all directions, against the possibility of its ever paying the proprietors, even if completed; a correspondent in the *Monmouthshire Merlin*, writing is anything but a disinterested style (and which avows very much of the waters of the canal), attributes interested motives to the coalowners and farmers in the vicinity, as well as the proprietors. In what he calls a favourable view of the matter, he estimates the cost at 450,000*l.*, instead of 300,000*l.*, the sum originally calculated (and which it is expected will cover every expense), and at only 5 per cent. interest on capital, and taking the working cost at 500*l.* per week, he makes out a loss to the proprietors of 7000*l.* or 8000*l.* per annum. Three interested side-blows, well, however, do but little harm, the necessity of the railway, to meet the extending commerce of the district, and the harbour of Newport, is evident, and everything is progressing in the most favourable manner for carrying out the work. Mr. PROCTOR, of Newport, has published a very neat lithographed map of the intended line which gives an admirable idea of its importance, from showing the numerous iron-works and collieries through which it passes, and by which means of a railway, their produce must be conveyed to the Newport Docks; he is also about publishing a map of the whole works and collieries of Monmouthshire and Glamorganshire, showing their present means of conveyance to the ports of Newport and Cardiff, by canal, tramroad, &c., &c.

**CRYSTALLISED SULPHUR.**—(From a Correspondent).—The following simple experiment, for obtaining the most beautiful crystals of sulphur, may not be generally known.—Melt 1*lb.*, or upwards, of pure sulphur in a pipkin, at a low heat (as, if the sulphur gets too hot, it becomes viscid), take it from the fire as soon as it is liquid; let it stand a few minutes, and a crust will form over the surface; make two small holes at the edge of the crust, one opposite the other, and pour out the liquid from one of them, leaving the crust in the place; let it cool gradually for a few hours, and, on removing the crust, the under surface will be found composed of an innumerable quantity of small but beautiful crystals.

**THE EARTH'S ORBIT.**—Professor Chevallier, of the Durham University, has given a decided contradiction to a statement of "an American philosopher," in the effect that the inclination of the plane of the equator to that of the ecliptic, was sensibly diminishing. The learned professor says—"I may mention that the very small changes which are well known to take place continually in the inclination of the plane of the equator to that of the ecliptic are periodical, and are marked within definite limits; and that in any portion of the long period required for the completion of the whole cycle of changes, no sensible effect upon the seasons can ever occur." The other statements contained in the account of the "American philosopher" connected with the Yale College are also satisfactorily refuted by the learned professor.

## ORIGINAL CORRESPONDENCE.

### ON THE BETTER VENTILATION OF MINES.

TO THE EDITOR OF THE MINING JOURNAL.

SIR,—The subject of ventilation, as brought forward in your Journal of 25th of January, has induced me to take up my pen on this subject. There are many topics brought forward in that paper to be admired, yet many more must be discarded. 1st. We object to the equality of the propelling and inducing systems in ventilation, for they have never yet been proved equal. "The exhausting system has always been found preferable to the forcing system," says Mr. Buddle; the reason of this is plain, since by the one there are two motive powers, while in the other only one is employed. 2d. It is asserted in that paper, that all the abrupt turnings do not check the air; this is, certainly, contrary to the philosophy of the case, since we know that any fluid, or gas, will run more quickly through a straight than a crooked course. 3d. It is assumed in that paper, that the plan is quite novel, of passing the air through heated surfaces, to assist ventilation; this, also, is wrong, since the hot cylinder is an old invention, and, let me say, much better calculated to facilitate the draught than the heating apparatus of furnaces. Neither the one or the other, however, is altogether safe, since Sir H. Davy and others have proved, that at a white heat inflammable gases will ignite. 4th. In the calculation of quantities, the author has forgot the dilatibility of the carbonic acid gas, or he should not have allowed 10° of influence to be lost in expelling that gas, for it is the most expansible of any other gas, and, consequently, the most easily drawn off—at least, in contact with heating surfaces, it will increase the draught more than common air, since, on the expansibility of the air, all draught depends. Please, Sir, accept these remarks as preliminary to a paper on ventilation.

Crom Armas, Feb. 10.

U. THOMSON.

### MINE SETTS.—OUTLINE OF A BILL.

TO THE EDITOR OF THE MINING JOURNAL.

SIR,—Having endeavoured to show that an Act of Parliament is necessary to give full access to the metals, &c., of this country, I beg to refer to my several letters on the subject, which appeared some time since in your columns; at the same time returning my thanks to your readers for the courtesy with which my suggestions were received. The over-crowded state of your columns has prevented my sending an outline of the proposed statute, which I now furnish, by way of a visible embodiment of the final result of the past, so far as my letters on setts are concerned.

#### AN ACT

To empower the Judges of Her Majesty's Courts of Queen's Bench and Common Pleas, &c., to make orders for the granting of Mine Setts, and, when necessary, to grant the same.

Whereas, there exist in the United Kingdom of Great Britain and Ireland, Bit, divers kinds, streams, veins, and beds of ores, metals, and minerals, coal, stone, lime, sand, clay, marl, and other metals and minerals, the owners thereof are averse to working the same, or making grants thereof to lessen, with the usual reservations; and, whereas, on the expiration of terms, many valuable mines have been shut up and abandoned, in consequence of disputes between lords and adventurers as to the conditions of renewal of setts or grants, to the great injury of the commonwealth; and, whereas, the working and continuance of such mines, &c., would be of great public utility, by affording employment to the people, and increasing the available wealth of the nation.

May it, therefore, please your Majesty, that it may be enacted, and it is enacted, &c.—That either of the Judges, &c., shall or may—in the absence of any solicitor working sett, bearing date, and executed prior or subsequent to the passing of this Act—on the application of any responsible party or parties, grounded on an affidavit of facts, make an order of court on the owners or lords of the soil, or mineral proprietor (whether Dacby or otherwise), requiring every such owner, or lord, or proprietor, or his agent, within one calendar month from the date of such order, to grant to the applicants—on the customary, or such other terms as may be agreed on—a sett, or grant of liberty to work, mine, and search for ores, &c., in any place, whether waste or arable, not within one hundred yards of any mansion, &c., built, or to be built, nor within fifty feet immediately underneath any building, and provided the same be not so undermined as that there shall not be left sufficient support for the foundations and floors within the same.

And be it further enacted—That, in case of the non-residence, minority, insanity, &c., of the lord or mineral proprietor, in the absence of any agent or guardian, &c., or, in case no amicable arrangement can, after notice, be come to between the parties interested, it shall and may be lawful for either of the Judges aforesaid—on further application, after the expiration of one calendar month, or otherwise, as shall be requisite, from the first application—in exercise to the applicants a sett or grant for the term of twenty-one years, renewable for ever, on such conditions as the custom of the country, or the general state of mining knowledge, or geological or scientific discovery, may require; with the usual reservations to or for the benefit, and on behalf, of the owner of the soil, or mineral proprietor. That a copy of every order made shall be advertised in the *London Gazette*, the *Mining Journal*, and in the journals or the county wherein the mine, &c., shall be situate, for three calendar weeks prior to the second, or subsequent, application, and, if possible, be served on, or at the house of, every party interested in the soil, or having any claim of right to work or mine therein, so that such persons may, if they think proper, appear by their counsel or attorney, to oppose the application on the day therein named.

Provided always that, if the owner of the soil shall continuously and bona fide mine, work, and try the ground in a mine-like manner, to discover and realize the mines, veins, beds, streams, &c., therein, he shall be at liberty so to do, so long as it shall appear that such working is not with a view merely to defeat the provisions of this Act.—Malicious application, if subsequently discovered, to be deemed a felony.—Leaseholders' and tenants' interest (where right to mine not excepted to be valued in the manner as for ascertaining the proportion of rate under the *Tithe Commutation Act*); and land and buildings damaged, to be paid for accordingly, by the lord or adventurer.—Land &c. may be subleased for discovery of veins of ores.—Query, as to limits of setts.

Of course a vast number of clauses, and several amendments, will be required, to include the Dacby, &c. The principle maintained throughout the series of letters on this subject is, that no one has a right to impair a lord of metal. Having now given a general idea of my meaning, and, I trust, proved the practicability of the principle for which I have contended, I leave the matter in abler hands.

ALFRED T. J. MARVIN.

Pensance, Feb. 5.

### EAST INDIA IRON AND STEEL.

TO THE EDITOR OF THE MINING JOURNAL.

SIR,—Although not exactly connected with the iron trade, I read, with no little interest, the many valuable communications which are weekly put forth in your valuable Journal. The relative strength of iron made by hot or cold-blast, by anthracite, or by common coal, has been fully discussed, and, most probably, to the satisfaction of all parties; for, after all, the extensive use of the material in machinery is the only true test by which the public is enabled to estimate the value of each particular kind of iron. It appears to me, that as much depends upon the peculiar methods of annealing, hammering, &c., as upon the material—hence the superiority of the Damascus blades over anything produced in this country; and, again, the oxide of iron of India yields a steel equal, it is said, to the Swedish, but wanting the ductility of that which is principally used in this country. I am informed that large quantities of this steel, made by the "Madras Indian Iron and Chrome Company," have recently been imported, and used up at Birmingham, Leeds, and other manufacturing districts, and am, therefore, somewhat surprised that not the least notice has been taken of it by any of your correspondents, or by yourself. It is well known, that iron is abundantly abundant over Hindostan—that the labour of working it is comparatively trifling—that in the province of Berar coal and limestone are equally abundant, and water carriage convenient from all points. Perhaps, some of your numerous readers can favour us with some information connected with the operations of British capitalists in the above and other mining speculations in the East Indies.

London, Feb. 17.

A MURRAY.

### ELECTRO-MAGNETIC SAW-MILLS.

TO THE EDITOR OF THE MINING JOURNAL.

SIR,—I visited, with very high satisfaction and much delight, Mr. Davidson's (of Aberdeen) curious exhibition of electro-magnetic machines, at the Egyptian Hall, Piccadilly. Among the rest, there is a saw-mill, moved by electro-magnetic force. This, as well as others, he has, for many years, openly exhibited, at Aberdeen, to hundreds, if not to thousands—among them, the professors of the universities there; and Professor Forbes has, some years ago, described them, and drawn public attention to the ingenuity and perseverance of this individual. Judge, then, Sir, of my surprise, when informed, on the occasion referred to, that Mr. Fox Talbot—who, it seems, has taken out a patent for an electro-magnetic saw-mill—had sent, through his solicitors (Messrs. King and Co., if I remember right) an interdict, forbidding him from making such, under the pains and penalties incident on an invasion of his patent rights; but graciously consenting to permit Mr. Davidson to exhibit his own invention! The said solicitors charging Mr. Davidson 10*l.* 6*d.* for writing the said letter of interdict. Now, it can be clearly proved that Mr. Davidson publicly exhibited his invention several years before Mr. Fox Talbot ever obtained a patent; and that, too, substantiated by the evidence of numbers of scientific individuals! I ask—"Is that the law?"

Feb. 16.

J. MURRAY.

[This would form a fair and legitimate question for the consideration of the Privileges' Mutual Protection Society, which we are glad to find proposing, and whose prospectus we hope, on an early day, to insert in our columns.]



TO THE EDITOR OF THE MINING JOURNAL.

*Gateshead, Feb. 14.* ————— **AN OLD COAL MINER.**

TO THE EDITOR OF THE MINING JOURNAL.

**A YOUNG ENGINEER.**

ON THE FORMATION OF MINERAL DEPOSITS.

David A. Wilson, PhD, is

THE ORIGIN OF MINERAL DEPOSITS  
THE NATURE OF THE MINERAL FORMATION

Albany, Feb. 13. — A SEVEN WALSH COLLIER.

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**Corwall, Feb. 9.**

TO THE EDITOR OF THE MINING JOURNAL.

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TO THE EDITOR OF THE HIRSH JOURNAL.

In *Nature's* case, Sir J. Campbell, for the defendant, observed:—"This is not a patent for a mode of heating the air before it enters the furnace, but a mode of applying it." To which Lord Abinger replied:—"No; it is that the air shall be heated—the particular mode in which it is to be heated I leave to others; my discovery is, that it shall be heated by passing through a heating process before it comes to the furnace." So I say; my patent is, that the air shall be divided—the particular mode in which it is to be divided I leave to others; my discovery is, that it shall be divided by passing through a dividing process before it comes to the furnace. Again, Lord Abinger says:—"A particular form, or shape, or medium, in no part of the patent, but it is, that the air shall pass through a heating or dividing process before it enters the furnace." The force of words, or reasoning, cannot be more explicit.—(See Webster's *Report on Letters Patent*, part ii.)

Mr. Billingsley concludes by stating it to be your province, Mr. Editor, to congratulate the public on finding a cheap and *unpatented* plan. I do not concur in this; but, as to his charges against your "fostering the claims of grasping patentees, with their useless plans," I do think, in this manufacturing country, and surrounded, as that gentleman must be, by numerous ingenious men, to whom the country are so deeply indebted for the exercise (too often unrequited) of their skill and ingenuity, this sweeping censure on patentees is as ill-placed as it is unwarranted.

*Liverpool, Feb. 15.* C. W. WILLIAMS.

TO THE EDITOR OF THE MINING JOURNAL.

Sir,—I have read, with great pleasure, in your valuable Journal, the satisfactory letter of your Reader correspondent on the subject, more particularly of lead, and the miners thereof. I do not, however, consider that 18*l.* per ton is found a remunerative price for either this country, Spain, or America. Lead ore assaying for lead only 7-14 oz. out of 16 oz., the standard ought to bring about 12*l.* 12*s.* per ton, and common pig lead, including one-eighth or one tenth of slag, 20*l.* per ton; at this price the large mines of the Lead Company, Mr. Beaumont, and others, will pay in this country, and encourage the adventurers regularly to open fresh ground; but when the price is less, the produce will gradually decrease, as it is now doing; witness the stopping of the White Girt Mines, in Shropshire, where, though the adventurers have raised lead, and sold to the extent of 150,000*l.*, besides capital expended to the tune of 50,000*l.* more, no profit has been made, and the miners are given up, the engines and machinery being now advertised for sale at a tremendous sacrifice. The neighbouring mines, with only one exception, are in no better position, showing a loss of some 50,000*l.*, but are carried on by the princely means of what was formerly termed the "Leviathan Lead Company;" nor is this any partial statement, many other mines are in a similar position, and Sir Robert Peel, in his Tariff, has certainly inflicted a blow on the adventurous miner, which has destroyed his property, and almost his energies for adventurers. If changes, such as those recently made, are to be admitted, without the smallest reason, and on a representation to the Board of Trade at the time, showing its injurious effects, with a city Member at its head, you will not be allowed to have a statement of the weekly ticketing at Holywell until the Leviathan company shall have achieved the monopoly they have so long aimed at, through their colonized knight; though, if the cost could be shewn of this almost numberless company of proprietors, to the trade generally, by which the great Roman Catholic smelter has been driven out of the trade, and also the most economical smelter, who raises the only good coal in his neighbourhood to aid him, and is a most worthy manufacturer, relying upon his furnace—I say, if this profit and loss account were only shown, the trade would, indeed, view the managing knight as a perfect Don Quixote—I do not say what they would think of his suggestion. The miners in Wales now obtain a fair price for their ore, only through the free trading of two respectable firms in the coal trade of this town.

**A LEAD MINER AND MINISTRANT.**

Shropshire Advertiser, Vol. 14.



[Our correspondent is correct in his supposition as to the error in the original letter; we find it was an error of the printer, and has been "T. C. Gilman" but, in the present, as in other cases, the error has been corrected.]



